



**Montana Fish,
Wildlife & Parks**

INVITATION FOR BID THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address:

Bid No.: FWP 070001

Bid Title: Region 7 – FWP Office Cleaning

Pages: 1-15

BIDS will be received and publicly opened at **2:00 p.m.** on:
Wednesday, May 3rd, 2006

Issued by:
Sally Byrd, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING:**

FWP 070001 Miles City Janitorial

RETURN YOUR BID TO:

FWP 070001

**Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701**

SPECIAL INSTRUCTIONS:

1. BIDS will be received and publicly opened at: Department of Fish, Wildlife & Parks (Warehouse), 930 West Custer Avenue, Helena, MT 59620 Wednesday, May 3rd, 2006
2. Required "walk-through" tour will be conducted at the project site, Fish Wildlife and Parks, Industrial Site W, Miles City Mt 59301, Tuesday, April 25, 2006 at 10:30 AM.

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ()

Fax: ()

Bidder Name:
(Please print)

Federal I.D.
No.:

Signature of
Bidder:

IMPORTANT SEE STANDARD TERMS & CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 3/03

BILL TO: FISH WILDLIFE & PARKS
PO BOX 1630
MILES CITY MT 59301-1630

PROJECT SITE: FISH WILDLIFE & PARKS
INDUSTRIAL SITE W
MILES CITY MT 59301

Questions may be directed to Ginger Omland, at (406) 234-0900 in Miles City.

1.0 SCOPE

1.1 Furnish labor, equipment, materials and incidentals as required to perform janitorial services for Montana Fish, Wildlife & Parks (FWP) Regional Headquarters in Miles City, Montana. Sixteen offices for 20 employees, 2 public restrooms, 2 employee restrooms, shop office, shop bathroom, lobby and two meeting rooms.

1.2 **Janitorial services for the period of July 1, 2006 through June 30, 2007. These services shall commence at 5:00 p.m. unless otherwise stated in Section 7.0.**

1.3 CONTRACT RENEWAL

Contractor and FWP agree that this contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed six (6) additional years.

This extension is dependent upon available funding and in no case may a contract run longer than a seven (7) year period.

Contract renewals **may** allow for a price increase of zero to five percent (0 -5%), at FWP's discretion and dependent upon available funding. Contractor may be required to justify price increase requests. Price increase requests will be reviewed **only** at the time of contract renewal.

1.4 TOUR OF INSPECTION

Prospective bidders are required to attend **a mandatory walk through inspection scheduled for April 25, 2006 at 10:30 at the agency facility**, FWP, Industrial Site W, Miles City MT 59301. Walk through provides bidders the opportunity to become fully aware of the requirements of the job. Bids will not be accepted from bidders who fail to attend mandatory walk through. Contact Ginger Omland, at (406) 234-0900 for questions pertaining to walk through.

2.0 BIDDING/CONTRACT REQUIREMENT

2.1 WORKER'S COMPENSATION/INDEPENDENT CONTRACTOR'S EXEMPTION

The vendor is required to supply FWP with proof of Workers Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the State of Montana. (Ref: Section 39-71-120/401/405, MCA) Neither the contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by FWP within ten (10) working days of the issuance of a Notice of Award.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

2.2 INSURANCE REQUIREMENTS

The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

The contractor shall purchase and maintain Occurrence coverage with combined single limits for

bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

This certificate MUST name the State of Montana as an additional insured under the contractor's policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with FWP within ten (10) working days of Notice of Award. Contracts WILL NOT be issued to contractors who fail to submit this insurance certification.

2.3 USE OF HAZARDOUS MATERIALS BY CONTRACTOR

Because the existence of hazardous substances and contaminants in the work environment and in products used in the performance of this contract pose a significant health hazard, the State of Montana requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent State and Federal laws.

The contractor will provide the State of Montana with its current safety plan. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

When necessary, the State may require the contractor to provide Miscellaneous Errors and Omissions coverage in addition to regularly required insurance.

2.4 Bidders shall be responsible for acquainting themselves with all measurements and site conditions. Wherever indicated, square footage is approximate only.

2.5 The State reserves the right to require the custodial contractor to supply all custodians, with shirts with the contractor's name over the front pocket. These shirts will be worn at all times while cleaning and must be kept in a clean and pressed condition.

The State reserves the right to require that all custodians cleaning state owned facilities have a background investigation initiated or completed prior to employment. This investigation should include but is not limited to:

1. Fingerprint I.D. Check
2. Active past employer reference check.
3. Past residence history.

Files shall be maintained regarding these investigations. The State will conduct inspections of these background investigations to ensure compliance and appropriateness of hire.

2.6 The Contractor is responsible for instructing and training their personnel in proper work methods and procedures. The agency may require the contractor to submit a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training
- Customer service relations.

3.0 CLEANING STANDARDS

3.1 FLOOR SWEEPING AND VACUUMING

A satisfactory or acceptably swept floor will not have dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment doors, and furniture will not be disfigured by sweeping mop or broom. After sweeping, the room will appear orderly and well attended. Do not use oil-emulsion, an oil base, or a treated mop.

3.2 DAMP FLOOR MOPPING

Floors including stairways, landings, and library stacks will be mopped to remove dirt that remains on the floor surface that could not be removed by sweeping or dry cleaning. A satisfactory or acceptably damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, heel and shoe marks, and water. Damp mopping is accomplished by the use of cotton mops, detergent solution and clean water. Application of free water sufficient to stand on the floor or seep into flooring joints will not be acceptable.

3.3 FLOOR SCRUBBING

A floor that is satisfactory or acceptably scrubbed is without embedded dirt, cleaning solution, film, stains, marks or water.

- a. Care and Treatment of Wood Floors: Damp mopping is preferred and wet mopping and scrubbing will be used only when the floor is very dirty. Avoid letting water stand on floors. No alkalis will be used in the cleaning of wood floors. All sealed or varnished wood floors will be finished with water emulsion floor finish and buffed.
- b. Rest Room Floor Cleaning: Rest room floors (concrete or tile) will be swept and scrubbed at least once a day. The immediate areas around urinals, sinks and toilets will be well scrubbed with disinfectant. Floors will be primarily cleaned as required by the cleaning schedule noted under Section 7.0 using either manual or machine method of scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt. The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.
- c. Terra Cotta Surfaced Floors and Stairways: All acceptable floor care materials used on terra cotta floors will be applied in strict accordance with the manufacturer's printed directions and recommendations. Should a conflict occur between manufacturer's printed instructions and other instructions, the manufacturer's instructions shall prevail. Product shall not discolor the tiles. Contractor to approve product with State prior to application.

3.4 FLOOR FINISH REMOVAL

Satisfactory or acceptable floor finish removal is accomplished when surfaces including wall cases have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free of streaks, spots and standing water; no residue can be seen along floor edges near wall bases, movable furniture, or equipment in corners.

3.5 FLOOR FINISH APPLICATION

A satisfactory or acceptable floor finish has a thin, even coating. Floor will be clean and bright in corners and under furniture as well as in other areas. No floor finish will be applied or allowed to remain on wall bases. Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping.

In order for the buffing to be satisfactory or acceptable, all areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soil, heavy marks, streaks, brush marks, or scratches. A minimum of two (2) coats of finish shall be required.

3.6 DUSTING

A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed completely, not scattered around.

- a. Typewriters and other business machines, electronic cabinets, consoles, plotting boards, and equipment of a similar nature will not be dusted. Low and high dusting shall include but not be limited horizontal and vertical cleaning of files, cabinets, fixtures, office partitions and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings and walls.
- b. Dusting of heating and air conditioning equipment shall include exterior portions of the unit heaters air conditioners and air conditioning grills.

3.7 PLUMBING AND REST ROOM FIXTURES AND DRINKING FOUNTAINS

Acceptably cleaned toilets, room fixtures, and rooms have no objectionable odors. Wash bowls, bath tubs, showers, toilet bowls and urinals will be clean, bright, without soap films, scratches, corrosion and incrustation; edges crevices, traps, holes and rims will be clean. Dispensers will be filled and in working condition. There will be no markings on walls, cabinets, tops, hardware and fixtures. Floor, wainscoting and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. Do not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces. Care shall be taken to prevent entrance of cleaning solution or water between fixture and the wall during cleaning. Disinfectants will be used on toilet bowls, floors, partitions and other fixtures. Solid crystal deodorant may be required. Rest room supplies will be supplied by the contractor.

3.8 SURFACE CLEANING

Glass is acceptably or satisfactorily cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

All glass including mirrors, glass cabinets, display cases, desktops, glass entrances, partition plastics and exterior window glass including spandrel glass shall be cleaned.

Use of a "tucker pole" for exterior window cleaning will be approved for windows or spandrel glass cleaning over 25 feet above ground level. When a "tucker pole" is approved for use, windows will be cleaned to the State's satisfaction.

Metal is satisfactorily or acceptably cleaned when all surfaces are without deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.

A surface adequately and acceptably spot cleaned has been substantially cleaned of recent dirty hand prints, coffee stains or other recent soiling, streaks, and film, walls wainscoting, door and trim shall be included, but shall not limit the areas cleaned.

3.9 CLEANING AND POLISHING FURNITURE

All finished surfaces will be cleaned and have an adequate application of furniture polish leaving a smooth gloss or sheen. It is preferred that the contractor use polishes that contain waxes mixed with

oil to brighten and protect the finished surfaces. No oily, sticky residue will be accepted. Polish shall be applied on the surfaces as intended by the manufacturer's directions. Plastics and imitation leather coverings shall be cleaned with a detergent solution. Leather coverings shall be cleaned with a combination cleaner and polish. Acceptably cleaned furniture, metal, wooden or upholstered will be free from all wax, scuffmarks, watermarks, and cobwebs.

3.10 WASTE RECEPTACLES

Waste receptacles consist of ashtrays, waste paper baskets, refuse containers, etc. All containers shall be emptied daily with trash and paper removed from the building and deposited in the collection facilities provided. Ashtrays will be emptied and cleaned daily. All waste receptacles will be free from deposits, dirt, streaks and odors. Liners are required in all waste receptacles and shall be changed each time in order to maintain a clean and sanitary condition.

3.11 VENETIAN BLINDS

An acceptably clean blind will be free of dust deposits and film. Paint coatings will not be damaged.

3.12 LIGHT FIXTURES

All exposed light fixtures and accessible components including, but not limited to shades, louvers, diffusers, housings, skylights, bulbs and tubes will be free from dust, dirt and bugs and wiped clean with a treated cloth. Light covers will be washed and wiped dry.

3.13 CLEANING MATS

Soil and dirt removing mats at all building entrances will be cleaned free of dirt, dust, and other soiling materials. Dirt and dust deposits under the mats will be completely removed and mats to be carefully replaced.

3.14 BRASS CLEANING AND POLISHING

All brass/bronze hardware and fixtures will be cleaned as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints. Brass plated fixtures shall not be cleaned with abrasive agents.

3.15 WALL WASHING, REST ROOM AND SHOWER STALLS

Rest room, shower ceramic and hard finish wall washing, shall be acceptable if bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.

3.16 CARPET CARE

All carpets will be vacuumed with a commercial upright vacuum, beater type with power head and all cornering and edging will be done with the proper edging tool; bags will be changed often enough to assure thorough cleaning. Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the entire surface, including corners, edges, below radiators, behind doors and under furniture, is free of dirt, dust, stains, spots or other deposits. The cleaning equipment will not disfigure wall bases, equipment, doors and furniture. Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly and well attended.

Cleaning is acceptable and satisfactory when the carpet is free of dirt, dust, stains, or other deposits. Cleaning will be accomplished by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs. Care must be taken to protect areas with communication and electrical channels beneath the carpet; no moisture shall be allowed to seep into the channeled area. Carpets shall be vacuumed with a commercial vacuum machine with a power head after the carpet has dried. Surface cleaning will not be considered acceptable.

Care should be taken to protect metal objects such as desks, bookcases, and equipment stands from rusting into or discoloring the carpet. Carpet tile shall be shampooed according to manufacturer's specifications.

3.17 SUPPLIES AND EQUIPMENT

The contractor shall furnish all supplies and equipment required for accomplishment of all work as specified. In addition to the cleaning supplies required to fulfill the contract scope, (Section 7.0) will identify which consumable supplies the contractor will supply.

Contractor furnished equipment shall be the size and type best suited for accomplishing the various phases of work. It shall be suitable for operation from existing sources of the State furnished electrical power and shall have a low noise level of operation. Equipment considered by the State to be improper or dangerous to State owned buildings and/or furnishing will be removed and replaced by the contractor with satisfactory equipment.

Floor and wall maintenance equipment used in custodial services will receive proper care and maintenance thereby maintaining its full operating condition, be properly supplied with brushes, pads and burnishes suitable for the required task, and not mar or damage State owned buildings and/or equipment. All electrical equipment will be equipped with approved operable safety devices and not present a safety problem to the contractor's employees, State employees, buildings and/or furnishings.

3.18 EQUIPMENT AND SUPPLY STORAGE

Janitorial closets may be made available to the contractor without cost for storage of equipment and materials, at the discretion of the State. The contractor will be responsible for the safety, orderliness and cleanliness of the storage area. The State will not be responsible in any way for the contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, or accident. The storage space will be provided with doors and locks whenever possible. Equipment and supplies shall only be kept in areas reserved for such equipment and supplies.

3.19 DAMAGES TO FINISHES AND APPURTENANCES

Building finishes or appurtenances soiled or damaged due to the contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the State. Misuse or abuse of State property will be reason for action under the terms of the contract. Chairs or other furniture will not be abused. Caster furniture will not be used as carts for transporting trashcans, etc.

3.20 CLEAN-UP

All contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose. Cloths, mops or brushes containing flammable materials must be disposed of or stored in approved air tight metal containers.

All dirt and debris resulting from work under this contract must be disposed of daily at the completion of work in the receptacles provided. Other debris must be disposed of by depositing into the proper trash collection container.

- 3.21 Cleaning techniques detailed in the contract are intended to assure acceptable outcomes. Alternative cleaning techniques which provide equal outcomes may be approved by the General Services Division.

4.0 INSPECTION AND SUPERVISION BY THE STATE

The State of Montana is determined to provide a clean, healthy and safe work environment for all

state employees. Contractors will be required to adhere to the cleaning specifications in order to provide this service to all state employees. Prompt and courteous service to the state is required by the contractors to fulfill this obligation.

4.1 ENFORCEMENT

All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services will be subject to inspection and test by the State to the extent practicable at all times and places, during the term of the contract. The State reserves the right to inspect a work area during any twenty-four-(24) hour period.

4.2 The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

4.3 Incomplete, defective and/or services not accomplished as scheduled will be reported to the contractor for appropriate action.

- a. It shall be the responsibility of the contractor to check for any special "work requests" from the Agency Contract person prior to cleaning each day, and to verify completion of assigned work.
- b. Inspection of the service area is the responsibility of the designated Agency contract person or designee. The State has the authority to point out to the contractor any deficiencies and require corrective measures in accordance with the contract terms.

4.4 CORRECTION OF DEFICIENCIES

If any services specified herein are not in conformity with the requirements of the contract, the State shall have the right to require the contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount.

If the re-performed services are not corrected in conformity with the requirements of the contract, the State shall have the right to (1) require the contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that is directly related to the performance of such services.

4.5 A written report of the deficiencies shall be filed and a copy given to the contractor for the contractor's record and response. Contractor's written and signed response will be made a part of the file.

Daily services found to be incomplete, defective, or not accomplished as scheduled will be reported to the contractor for immediate corrective action and will be started, corrected or re-accomplished within eight (8) hours of the time the complaints(s) are reported to the contractor. Services other than everyday services reported incomplete, defective or not accomplished as scheduled will be reported to the contractor for immediate corrective action by the contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

4.6 Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the State.

4.7 The State of Montana may cancel this Contract immediately for cause. Cost incurred by the State as a result of this cancellation may be deducted from any sums owed the contractor.

4.8 The State of Montana may cancel this contract without cause, upon 30 days written notice.

5.0 ADDITIONAL CONTRACT REQUIREMENTS

5.1 SAFETY

The Contractor is responsible for instructing employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the contractor or his/her employees. The contractor will provide, place or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

The contractor will provide the State of Montana with its current safety plan. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

- 5.2 The contractor shall instruct its employees to call the appropriate city/county emergency personnel, leave the premises, or call the State's contact, whichever is appropriate for unusual situations such as intruders, fire, leaking water, etc. The contractor shall supply his/her employees with current fire, police or sheriff department's emergency telephone numbers.

5.3 EMERGENCIES

The contractor may be requested to perform emergency services should the need arise. The State shall determine whether an emergency condition exists. The contractor shall supply all labor and materials required to perform the emergency cleaning services.

All emergency charges will be negotiated with the contractor for labor and materials.

5.4 MODIFICATION

No claim for extra work done or materials furnished by the contractor other than stated herein, shall be allowed by the State unless it is ordered by the State in writing. Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the contractor's risk, cost or expense. The contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials so furnished.

Increase or decrease in required services may be negotiated between the agency and the contractor.

5.5 EXCEPTIONS TO REGULAR SERVICE

Locked storage areas, boiler rooms, and machine rooms do not require regular service.

5.6 ADJUSTMENTS WITHIN BUILDINGS

Contractor will be paid a flat monthly rate for occupied areas based upon square footage. The State reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract and negotiate a mutually acceptable rate with the contractor.

- 5.7 Contractor must supply experienced janitorial supervisors. The supervisor will be responsible for instructing and training the contractor personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by contract and as specified herein. The supervisors will provide continuous inspection and supervision of the work during the entire time staff is located within the building. This means that a supervisor must be in the building with the workers during the entire cleaning shift. The contractor or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.

5.8 PERFORMANCE MEETINGS

Contractors will be required to attend periodic meetings with the State and the building occupants to discuss contract performance. These meetings are mandatory and will be attended by the

contractors owner representative and whom ever else deemed necessary.

5.9 BUILDING SECURITY

- a. The contractor will guarantee the security of the premises while performing the contractor's duties and while the premises is not occupied by an agent of the State.
- b. Close and lock windows and doors and turn out lights when cleaning is completed in an area. Lights can be turned on only in areas actually being cleaned, other lights, except for exit and emergency lights, must be turned off to conserve energy.
- c. The contractor will be responsible for securing the premises upon completion of the work. No door or window will remain unlocked. The Contractor will be responsible for all keys in its possession and will be responsible for any lost keys and costs involving the change of any locks. Keys shall not be duplicated. Additional keys will be provided by the Agency.
- d. Only employees of the contractor will be allowed in the buildings. No family members, friends or pets will be allowed access.

6.0 CONDITIONS OF AWARD

The State reserves the right to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract. The state may also reject a bid from a contractor who has been terminated for cause or elected to terminate a janitorial contract prior to the end of the contract period.

- 6.1 Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid FWP 060257.
- 6.2 The bidder, being familiar with all terms, conditions, and specifications of this Invitation for Bid, hereby agrees to supply labor, equipment, materials and incidentals as required to provide janitorial services for the State of Montana.

7.0 SPECIFIC CLEANING REQUIREMENTS

7.1 WORK SCHEDULE

- a. The Contractor will commence cleaning after 5:00 p.m. and will complete scheduled cleaning by no later than 6:00 a.m. the following morning. Cleaning to be done on Tuesday or Wednesday plus one weekend day.
- b. The State reserves the right to make necessary scheduling changes, including daytime cleaning, as required within contract buildings as operation areas and functions change at no additional charge.
- c. Work schedules are not subject to change without prior written approval of the agency.
- d. Cleaning for secure areas, computer rooms, etc. that are locked at night will be performed at a time to be mutually agreed upon.
- e. The contractor will provide notification of dates and time that monthly, quarterly, semi-annual and annual requirements will take place and again when they have been completed, so that an authorized agency representative can verify accomplishment of work.
- f. The contractor will submit to the State a list of all employees working under this contract. This list is to include names, work schedule and work locations of each employee. The State shall receive a revised listing within five (5) calendar days of any changes.

7.2 SUPPLIES AND EQUIPMENT

- a. The contractor will supply all cleaning supplies and soap. FWP will supply paper towels, toilet paper, garbage can liners, and throw mats.
- b. Any print shop areas will require all receptacles to have double liners and the contractor will be responsible for supplying and emptying both liners each visit.

7.3 REGIONAL HEADQUARTERS (Services to be provided for both the upper and lower floors)

- a. SEMI-WEEKLY REQUIREMENTS:
 1. Empty waste baskets and replace trashbag liners as needed.
 2. Dust furniture, counters, windowsills, cabinets, etc. (desks shall not be cleaned unless employee removes all items from desktop).
 3. Clean kitchen sink.
 4. Vacuum carpeting with a commercial vacuum.
 5. Sweep and mop all hard surface floors.
 6. Clean entry door glass.
 7. Clean drinking fountain.
 8. Vacuum entry mats.
 9. Clean entry way floor.
 10. Clean and sanitize rest room sinks and fixtures.
 11. Clean and sanitize toilets and urinals.
 12. Clean mirrors in rest rooms.
 13. Replenish soap, paper towels and toilet paper as needed.
 14. Clean and vacuum public meeting room.
 15. Empty ashtrays and trashcans outside front and back entrances.
- b. WEEKLY REQUIREMENTS:
 1. Scrub and buff all hard surface floors.
 2. Sweep walks at front and back outside entrances.
- c. MONTHLY REQUIREMENTS:
 1. Clean display cases and outside glass.
 2. Dust and clean blinds.
 3. Spot clean all carpets.
 4. Sweep computer room floor.
 5. Spot clean walls, woodwork, and mopboards.
- d. QUARTERLY REQUIREMENTS:
 1. Remove and clean recessed entry mats for both front and back entrances.
 2. Sweep cobwebs and dust light fixtures in entryway and lobby areas.
 3. Dust wildlife mounts in diorama area.
- e. SEMI-ANNUAL REQUIREMENTS: (April and September)
 1. Scrub and re-coat (wax) hard surface floors with commercial floor finish.
 2. Carpeting must be shampooed as needed, but at least twice annually.
 3. Clean exterior and interior windows.
- f. ANNUAL REQUIREMENTS: (Early December)
 1. Strip and refinish concrete surface floors.
 2. Strip, seal and wax hard surface floors with commercial floor finish.

7.4 MAINTENANCE SHOP (Garage is not included in the contract)

a. WEEKLY REQUIREMENTS:

1. Clean bathrooms.
2. Empty garbage containers.

b. SEMI-MONTHLY REQUIREMENTS:

1. Sweep and spot mop tile floors.
2. Dust counter tops.

c. SEMI-ANNUAL REQUIREMENTS:

1. Re-coat (wax) hard surface floors (contractor will be notified by liaison).

7.5 NEW MAINTENANCE SHOP:

A new maintenance shop should be constructed approximately November 1, 2006 whereby an addendum will be made to incorporate this into the contract.

8.0 Provide all labor, equipment, materials and incidentals as required to perform janitorial services for Montana Fish, Wildlife & Parks (FWP) Regional Headquarters in Miles City, Montana.

Cost per Month \$ _____

Extension for (12) Months \$ _____